

**E162-15****Contract Details**

SERVICE Record Management Services

NIFS ID #: CQSS15000085

NIFS Entry Date: 7/28 /15

Term: from 04/01/15\_\_ to 03/31/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name American Records Management Systems, Inc.	Vendor ID# 112904582
Address One Corporate Drive Hauppauge, NY 11788	Contact Person Kevin Montera Email Kmontera@armsdata.com Phone 631 231-1313 ext 117 Fax 631 231-6380

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindbergh Blvd. Phone 516 227-7452

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	7/31/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	8/6/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/11/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/11/15	<i>[Signature]</i>	
8/13/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/13/15	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/29/15	<i>[Signature]</i>	
	Rules <input checked="" type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
8/16/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	8/16/15	<i>[Signature]</i>	

RECEIVED  
CLERK OF THE LEGISLATURE  
2015 AUG 27 3:27



## Contract Summary

<b>Description:</b> Record Management Services
<b>Purpose:</b> Procedures for maintaining the DSS, DOH, and DHS agencies case record files containing client information are mandated in NYS law and regulations, including the NYS Social Services Law and the NY Codes, Rules & Regulations. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. All files must be maintained in a secure manner. Open case files must be maintained in a manner that ensures their rapid access by staff. Closed case files must be stored, maintained, accessed, and eventually destroyed following a destruction schedule established by NYS.
<b>Method of Procurement:</b> RFP# SS1205-1444 issued. American Records Management was awarded the contract as they have been successfully providing this service for 20 years. Their budget is cost effective and service will continue to be provided without a break in service.
<b>Procurement History:</b> This Vendor has been supplying these services since 1995.
<b>Description of General Provisions:</b> The vendor will manage & maintain DSS, DOH and DHS Agencies closed files. Record management services involve the (1) offsite storage of hardcopy business files, retrieval, purging, and destruction services, as well as (2) maintenance and operation of a barcode-based computerized file tracking system. Vendor provides storage boxes and transports these boxes to off-site secure facility. Requests for file retrieval will be delivered within 24 hours. Destroy materials as requested by the Agencies.
<b>Impact on Funding / Price Analysis:</b> Federal 50% State 20% County 30%
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation:</b> Approve as submitted

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE500
Transaction:	CQ

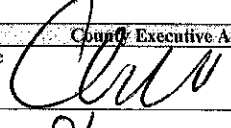
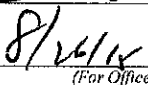
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 52,500.00
Federal	\$ 87,500.00
State	\$ 35,000.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 175,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE500/SSGEN1000	\$ 175,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 175,000.00</b>

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: _____	Name: _____	Date: 
Date: _____	Date: _____	(For Office Use Only)
		E #:

RULES RESOLUTION NO.    – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES AND AMERICAN RECORD  
MANAGEMENT SYSTEMS, INC.

WHEREAS, the County has negotiated a personal services agreement  
with American Record Management Systems, Inc. to manage, transport and  
maintain the Department of Social Services closed client files, a copy of  
which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with American Record Management Systems, Inc.

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES  
CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions  
and amendments.*

CONTRACTOR NAME American Records Management Systems, Inc.

CONTRACTOR ADDRESS One Corporate Drive, Hauppauge, New York 11788

FEDERAL TAX ID 112904582

**Instructions:** Please check the appropriate box ("☑") after one of the following  
roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement  
for sealed bids. The contract was awarded after a request for sealed bids was published  
in \_\_\_\_\_ [newspaper] on \_\_\_\_\_  
[date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids  
were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on 12/15/2014 [date].  
Potential proposers were made aware of the availability of the RFP by NEWSDAY [newspaper advertisement,  
posting on website, mailing, etc.]. 3 [#] of potential proposers requested copies of the RFP. Proposals were  
due on 01/20/2015 [date]. 3 [#] proposals were received and evaluated. The evaluation committee consisted  
of: DEMISE WALSH, OFFICE SERVICES, SHARON LUCIO, OFFICE SERVICES, and  
GARY McDONALD, CENTRAL RECORDS BANK

\_\_\_\_\_[list members]. The proposals were  
scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
\_\_\_\_\_  
Department Head Signature  
7-30-15  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

*Compt. form Pers. /Prof. Services Contracts: Rev. 02/04*



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: ..... American Records Management .....

Service Provided: Records Management

Evaluation Period: From: January 1, 2014 To: October 31, 2014

Evaluator's Name, Title, Phone #: Sharon Lucidi, DSS Office Services Supervisor, 516-227-7439 .....

Date: October 8, 2014

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					5
b. Timeliness of Service				4	
c. Cost Effectiveness				4	
d. Responsiveness to DSS Requests					5
e. Number of Complaints					5
f. Problem Resolution					5
Overall Performance Evaluation					5

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

Consistently reliable , effective and responsive

## Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: July 30, 2015

**Subject: American Records Management Systems, Inc.**  
Record Management Services New Contract 2015

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated March 12, 2015, notifying him of the above fact. The letter was forwarded to the Nassau County Office of Labor Relations for the appropriate handling.

It is requested that the County proceed with the contract processing.

Att.  
10099  
124107





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

March 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: American Record Management System  
Record Management Services 2015 New Contract

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering **entering** (or renewing) the contractual services with the above vendor. A copy of the contract is enclosed.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact the Nassau County Office of Labor Relations.

Sincerely,

A handwritten signature in dark ink, appearing to be "SJ" or "Michael A. Kanowitz".

Michael A. Kanowitz  
Planning & Research

Att.  
cc: Keith Cromwell (Via Inter-Office Mail)  
Office of Labor Relations  
Enclosure  
13792  
122322

THIS AGREEMENT, dated as of April 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) American Record Management Systems, Inc., a corporation formed under the laws of New York State, having its principal office at One Corporate Drive, Hauppauge, New York 11788 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County issued a request for proposal (the "RFP") # SS1205-1444 on December 15, 2014 for record management services (the RFP incorporated herein by reference and on file with the Department);

WHEREAS, the Contractor submitted a proposal found to be beneficial to the County (incorporated herein by reference and on file with the Department);

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term.

The term of this Agreement shall be from April 1, 2015 through March 31, 2016 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for four (4) additional one year period under the same terms and conditions contained herein for a total term of five (5) years.

2. Services.

(a) Manage, Transport and Maintain the Department's Closed Client Files

(i) Managing Storage Boxes. The Contractor shall provide sturdy 1.2 cubic foot cartons for the transport and storage of client's files for the Department of Social Services, the Department of Human Services, the Veterans Service Agency, and the Department of Health. The Department shall record the sequential order of the files in each carton, and this sequence will be related to a barcode number, which will be placed on the end panel of the carton. The barcode label will be read by an electronic scanner, which will be downloaded into the Department's

record storage computer program allowing the location of each closed file in Contractor's facility to be electronically controlled.

(ii) Transporting Storage Boxes. Once the Department has packed, catalogued, and bar-coded the cartons, the Contractor shall transfer these cartons from the Department's Central Inventory Room to the loading dock of the Department's building. The Contractor shall not intrude on the Department's daily work schedule while packing and shipping the Department's closed client files. The Contractor shall be responsible for transporting the storage boxes from the Department's building to Contractor's storage facility.

(b) Storage and Maintenance of Closed Client Files

(i) Once the cartons have been shipped to the Contractor's storage facility, the Contractor shall place each carton on steel shelving off the floor. The Contractor warrants and represents that the storage facility is a structurally sound, single occupancy, single-purpose (i.e. a dedicated storage facility), building which is safeguarded by fire and intrusion alarms as well as video surveillance cameras. The Contractor shall maintain the sound condition of this facility throughout the duration of this Agreement.

(ii) The Contractor shall electronically monitor the location of the cartons containing the Department's closed client files stored at the Contractor's facility. The Contractor shall computerize the location of each carton. The Department shall electronically track the movement of a carton once it is entered into the Contractor's computer system.

(iii) For the duration of this Agreement, the Contractor shall maintain the files in closed cartons. Only authorized staff will be allowed access to these cartons. Such staff will be instructed by the Contractor regarding the Department's confidentiality requirements as governed by New York State Social Services Law and each authorized staff member will acknowledge the same by signing the attached statement on confidentiality (attached hereto as "Exhibit B"). The Contractor shall maintain copies of signed confidentiality forms in each of their employee's permanent personnel files.

(iv) The Services described in this Agreement involve the handling of name specific client information, which is confidential in nature. Only the Contractor's authorized staff shall handle confidential information in accordance with their designated duties. The Contractor's staff handling of confidential information shall comply with all procedures for the handling of confidential information as provided by the Department, which is governed by New York State Social Services Law Section 136 (Public Welfare Records), Section 372 (Foster Care Records), Section 422 (Protective Services) and Sections 422 and 424 (Child Care Review Services), as well as pertinent regulations found in Title 18 of the New York State Code of Rules and regulations parts 357, 431.7, 465 and the U.S. Public Health Law, Article 27 and the Health Insurance Portability and Accountability Act of 1996 as amended. Contractor shall be subject to prescribed penalties, which may include criminal sanctions, if the Contractor willfully violates or fails to comply with the provisions of these various laws and regulations.

(c) Retrieval of Closed Client Files

(i) Retrieval requests will only be made by the Department's pre-authorized personnel. Any other requests shall be denied. A Request Form which details the specific cartons and/or files to be retrieved will be faxed to the Contractor's computer department. When a carton is retrieved, the Contractor shall scan the barcode label and download the information into the Contractor's computer which will note the time and date of removal. When a specific file is requested, as opposed to an entire carton, Contractor shall place the out-card in the carton noting the date of removal at the time the file is taken from the carton. The Department shall barcode the retrieved file so that its location at the Department will be electronically monitored in the same manner as other open client files.

(ii) The Contractor shall transport retrieved material to the Department within twenty-four (24) hours of the request. The Department will furnish the Contractor with a signed receipt upon receiving the retrieved material, and the Department's central file room computer system will be updated to reflect that the retrieved files are reactivated. The Contractor shall transport retrieved material back to Contractor's storage facility upon the Department no longer requiring the retrieved material.

(iii) The Contractor shall perform emergency retrievals and deliveries as quickly as possible and are expected to complete said retrievals and deliveries within the same business day.

(d) Refiling

Closed client files which are to be returned to storage will be first recorded by the Contractor's computer staff. The file will then be placed by Contractor in the same storage carton and the out card, which was placed in the carton at the time of retrieval, will be removed and returned to the Contractor's computer department to confirm correct replacement.

(e) Photocopy and Fax Transmission

The Contractor shall provide photocopies and/or fax transmissions of pages in storage as requested by the Department.

(f) Document Filing

The Department receives documents which are to be interfiled in a closed case folder. The Department will place such documents in an envelope and box them for transport to the Contractor. The Department will bar code the boxes of documents to enable the retrieval of the documents when the case folder is requested.

(g) Establish and Implement a Bar Coded Based Computer System for Files

(i) The Contractor shall operate an automated bar coded based computer system to control activities at the storage site that can interface with the Department's bar coded based computer system.

(ii) The Contractor shall provide ongoing maintenance and purchase needed hardware, software and supplies for the tracking system that is part of the file automation software program installed in the Department's computer in the central file room.

(iii) The Contractor shall be available to answer questions concerning the use and operation of the computer system as these questions arise for as long as this Agreement is in effect.

(h) Change in Status of Files and Purging of Closed Files

(i) Transfer of files from Active to Closed Status

Newly closed client files will be electronically removed from the active file system. Department will place newly closed files in bar-coded cartons for transport to the storage facility. Upon arrival at the storage facility the Contractor will electronically record the closed files and these files will be placed on storage shelving off the floor.

(ii) Purging of Closed Files

The Department may request that certain closed client files be destroyed at any time. After receiving a signed Destruction Request from the Department, the Contractor will shred the specified files at their storage facility. Shredded documents shall automatically be bailed with thousands of other documents to safeguard confidentiality and the Contractor shall dispose of this shredded material in a responsible manner. The Contractor shall provide a signed Certificate of Destruction attesting to the destruction of material earmarked by the Department and the date destruction was accomplished. The Contractor guarantees destruction of material within thirty (30) days of notification by the Department.

(i) Monitoring by the Department

The Department shall determine the methods that may be utilized to monitor Contractor's compliance with the requirements herein. Monitoring methods may include, but are not limited to, on-site reviews, establishment of a formal weekly or monthly reporting system, or establishment of monthly district/provider meetings in which Contractor's activities are monitored by Department staff.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed ONE HUNDRED SEVENTY FIVE THOUSAND

(\$175,000.00) DOLLARS AND NO CENTS in accordance with the rates attached as "Exhibit A" and in all respects made a part hereof.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the rate schedule attached to this Agreement. "Exhibit A" rate schedule annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.



(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may received Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"); caused by, relating to, or arising out of the acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified

Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all

actions reasonably requested by the County (including those set forth in other provisions of this Agreement). In furtherance of the foregoing, the Contractor agrees to pack and transport all such files and documents to a location(s) designated by the Department and the Department agrees to reimburse the Contractor for all expenditures, including transportation of all such files and documents to a location(s) designated by the Department, incurred up to and including the date all files and documents are removed from Contractor's facility. Prices for packing and transporting files shall be negotiated between Contractor and the Department and the Maximum Amount shall be amended to include the agreed upon prices. The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.
- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

15. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE

under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

19. All Legal Provisions Deemed Included; Severability. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for

purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

20. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.


22. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

AMERICAN RECORD MANAGEMENT  
SYSTEMS, INC.

By:   
Name: Denis Montero  
Title: Vice President  
Date: 3/16/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16<sup>th</sup> day of March in the year 2015 before me personally came

Denis Montero to me personally known, who, being by me duly sworn, did depose

and say that he or she resides in the County of Sutcliffe; that he or she is the

Vice President of American Record Management Systems, Inc., the corporation described herein

and which executed the above instrument; and that he or she signed his or her name thereto by

authority of the board of directors of said corporation.

NOTARY PUBLIC

KEVIN D. MONTERA  
Notary Public, State of New York

No. 02MO5032624

Qualified in Suffolk County

Commission Expires 8/24/2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2015 before me personally came

\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose

and say that he or she resides in the County of \_\_\_\_\_; that he or she is a **Deputy**

**County Executive** of the County of Nassau, the municipal corporation described herein and

which executed the above instrument; and that he or she signed his or her name thereto pursuant

to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

**EXHIBIT "A"**  
**RATE SCHEDULE**  
AMERICAN RECORD MANAGEMENT SYSTEMS, INC  
April 1, 2015 – March 31, 2016

**TRANSPORTATION COSTS**

Transportation/Delivery

Transport/Pickup to/from NCDSS

Cost for first carton (per carton) \$15.00

Cost for 2<sup>nd</sup> and additional cartons (per carton) \$1.25 per carton

The charge of \$15.00 is for round trip if transport/pickup is made at same time

Emergency Delivery

Cost for first carton (per carton) \$35.00

Cost for 2<sup>nd</sup> and additional cartons (per carton) \$1.25 per carton

**STORAGE AND INDEXING**

Monthly storage fee (per cubic foot) \$0.125 per cubic foot

Indexing and bar-coding new carton (per carton) \$0.35 per carton

Cost for new cartons (per carton) \$1.50 per carton

**RETRIEVAL / REFILING / DOCUMENT FILING**

Carton/file/document retrieval (per carton/file/document) \$1.25 per carton/file/document

Carton/file/refiling (per carton/file) \$1.25 per carton/file

Photocopy (per page) \$0.25 per page

Fax (per page) \$0.25 per page

**PURGING AND DESTRUCTION OF MATERIAL (CERTIFICATE OF DESTRUCTION PROVIDED)**

Purging and destruction of material (certificate of destruction provided) (per carton)  
\$1.25 per carton

**COMPUTER HARDWARE / SOFTWARE / SUPPLIES (ANNUAL)**

Computer Hardware/Software/Supplies (annual) \$3,000.00

**TOTAL CONTRACT COSTS \$175,000.00**

**EXHIBIT "B"**  
**STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION**

All client-identifiable material of Nassau County agencies is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Nassau County agencies clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be denied by the Contractor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Nassau County agencies.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the Contractor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.


It is the responsibility of anyone working in a Nassau County agency, including contract employees, to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

Signature

Name

Date

  
Denis Montero  
3/16/15

## **Appendix EE**

### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the Non-Custodial Parent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If

verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.



As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## Appendix L

### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Denis Munter

(Name)

1 Corporate Drive, Hauppauge, NY 11788

(Address)

631-231-1318

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ✓ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3/16/15

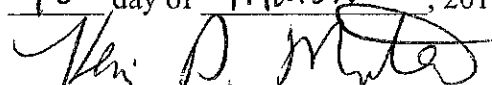
Dated

  
Signature of Chief Executive Officer

Denis Montero  
Name of Chief Executive Officer

Sworn to before me this

16 day of March, 2015

  
Notary Public

KEVIN D. MONTERO  
Notary Public, State of New York  
No. 02MO5002624  
Qualified in Suffolk County  
Commission Expires 8/29/2018

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as AMERICAN RECORD MANAGEMENT SYSTEMS, INC. has not been modified or rescinded and is in full force and effect as to the date hereof.

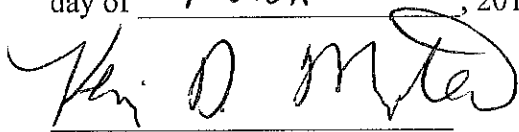
RESOLVED: That Denis Monter, V.P.  
Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of April 1, 2015 through March 31, 2016.

  
Officer

Sworn to before me this 16

day of March, 2015



Notary Public

KEVIN D. MONTERA  
Notary Public, State of New York  
No. 02MO5002024  
Qualified in Suffolk County  
Commission Expires 8/24/2018



**American Record Management Systems, Inc.**

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One Corporate Drive • Hauppauge, NY 11788-2036 • Tel 1-631-231-1318 • Fax 1-631-231-6380

---

July 23, 2015

Nassau County Dept of Social Services  
60 Charles Lindbergh Blvd.  
Uniondale, NY 11553-3686

Re: RFP# SS1205-1444

Dear Nassau County:

No officer of American Record Management Systems, Inc. has any conflict of interest whatsoever with the County of Nassau.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Montera", is written over the word "Sincerely,". The signature is fluid and cursive.

Kevin Montera  
Vice President

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

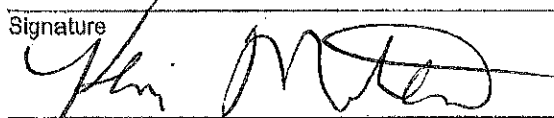
m/d/yy

**Kevin Montera**

**Vice President**

**7/27/15**

Signature



Date

Name of Organization

**American Record Management Systems, Inc.**

Address of Organization

**One Corporate Drive, Hauppauge, NY 11788**

**APPENDIX C  
BUSINESS HISTORY FORM**

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: January 19, 2015

1) Proposer's Legal Name: American Record Management Systems, Inc.

2) Address of Place of Business: One Corporate Drive, Hauppauge, NY 11788

List all other business addresses used within last five years:  
Not Applicable

3) Mailing Address (if different): \_\_\_\_\_

Phone : 631-231-1318

Does the business own or rent its facilities? OWN

4) Federal I.D. Number or Social Security Number: 11-2904582

5) Dun and Bradstreet number: \_\_\_\_\_

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☒ No ☐ If Yes, please provide details: ARMS shares office space with Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

- 8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_  
\_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_  
\_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
- Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:



a) Any felony charge pending? No ☒ Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes \_\_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes \_\_\_\_ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes \_\_\_\_ If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes \_\_\_\_; If Yes, provide details for each such instance. \_\_\_\_\_

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No ☒ Yes \_\_\_\_ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County.

NONE

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **NONE**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **NONE**

6.) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

ARMS and its sister companies have always strived to deal with its customers in an ethical manner. ARMS does not pay kickbacks to consultants, pay to play or other nefarious practices. This has often cost ARMS or its sister companies financially but allowed its principals to sleep well at night.

## Attachments To Appendix C: Business History Form

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Nassau County Department of Social Services

Contact Person Gary McDonald

Address 60 Charles Lindbergh Blvd.

City/State Uniondale, NY

Telephone (516) 227-7533

Fax # \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Parker Hannifin Corp.

Contact Person Thomas Short

Address 300 Marcus Blvd

City/State Hauppauge, NY

Telephone (631) 231-3737

Fax #

E-Mail Address

---

Company Certilman Balin Adler & Hyman, LLP

Contact Person Walter Hetzel

Address 90 Merrick Ave

City/State East Meadow, NY

Telephone (516) 296-7107

Fax #

E-Mail Address

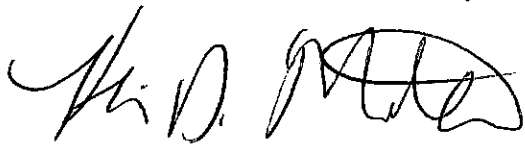
## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Denis Montera, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of January

2015  
~~2014~~



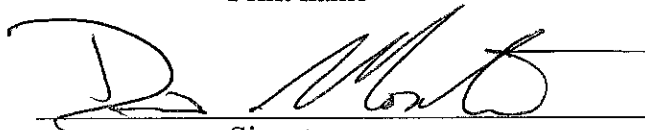
Notary Public

DENIS D. MONTERA  
Notary Public, State of New York  
No. 0086281-0001  
Qualified in Suffolk County  
Commission Expires 8/29/2018

Name of submitting business: American Record Management Systems, Inc.

By: Denis Montera

Print name



Signature

Vice President

Title

01 / 19 / 2015

Date

## APPENDIX D

### PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Denis Montera  
SSN \_\_\_\_\_  
Date of birth 01 / 19 / 65  
Home address 42 Pitoni Drive  
City/state/zip Commack, NY 11787  
Business address One Corporate Drive  
City/state/zip Hauppauge, NY 11788  
Telephone 631-231-1318  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 06 / 01 / 87 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
NO \_\_\_\_ YES X If Yes, provide details. Shareholder
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
NO X YES \_\_\_\_ If Yes, provide details.

## APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☐ YES ☒; If Yes, provide details.

Part owner and officer of Bay Shore Moving & Storage, Inc. and Data Shredding Service, Inc.

7. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☐ YES ☒ If Yes, provide details. Bay Shore Moving & Storage, Inc. provided moving services for the Nassau County Board of Elections up until 2014 and currently for the Suffolk County Board of Elections.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

8. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ☐ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ☐ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? NO ☒ YES ☐ If Yes, provide details for each such charge.

## APPENDIX D

- c) Is there any administrative charge pending against you? NO X YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES \_\_\_\_ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES \_\_\_\_ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES \_\_\_\_ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES \_\_\_\_ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES \_\_\_\_ If Yes, provide details for each such year.



## APPENDIX D

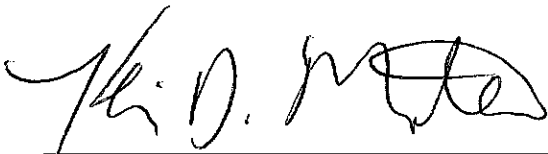
### CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Denis Montera, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 19th day of January

~~2014.~~  
2015



Notary Public

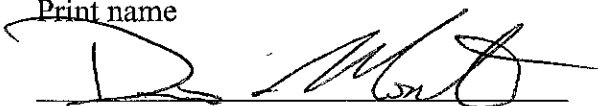
DENIS MONTERA  
Notary Public, State of New York  
Commission Expires 8/29/2018

American Record Management Systems, Inc.

Name of submitting business

Denis Montera

Print name



Signature

Vice President

Title

01 / 19 / 2015

Date

AMERICAN RECORD MANAGEMENT SYSTEMS, INC

Paid to: NASS9801 COUNTY OF NASSAU

101182

Trans. Date	Invoice No	Gross Amount	Discount	Amount Paid	Memo
07/22/15	07-22-2015	\$533.00	\$0.00	\$533.00	PROCESSING FEE

Check Date	Check No.	Total Gross	Discounts	Check Amount
07/22/15	101182	\$533.00	\$0.00	\$533.00

AMERICAN RECORD MANAGEMENT SYSTEMS, INC  
1 CORPORATE DRIVE  
HAUPPAUGE, NY 11788

SUFFOLK COUNTY NATIONAL BANK 50-546-214  
110 Marcus Boulevard  
Hauppauge, New York 11788  
www.scnb.com

101182

CHECK NO. 101182

The sum of Five Hundred Thirty Three dollars, 0 cents

DATE  
07/22/15

AMOUNT  
\$533.00 USD

PAY  
TO THE  
ORDER  
OF

COUNTY OF NASSAU  
DEPT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD.  
SUITE 160  
UNIONDALE NY 11553-3686



MP

MEMO: PROCESSING FEE RFP#SS1205-1444

⑈101182⑈ ⑆021405464⑆ 191 000743 2⑈

## COUNTY OF NASSAU

## CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: American Record Management Systems, Inc.  
 Address: One Corporate Drive

City, State and Zip Code: Hempstead, NY 11788

2. Entity's Vendor Identification Number: 11-2904582

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☒ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Brenda Montero, 95 Terrace Dr., E. Northport, NY 11731  
Denis Montero, 42 Pitoni Dr., Commack, NY  
Kevin Montero, 9 Brooks St., Hicksville, NY 11801

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Brenda Montero, 95 Terrace Dr., E. Northport, NY, 11731  
Denis Montero, 42 Pitoni Dr., Commack, NY

Kevin Montero, 1 Brooks St., Hicksville, NY 11801

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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

None

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

Not Applicable

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

Not Applicable

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated:

5/28/15

Signed:

Kevin M. Montan

Print Name:

Kevin Montan

Title:

V.P.

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.